

General Terms and Conditions

of the Arlberg Free Moving Ski School

Scope and Applicability

Please note the current cancellation conditions for the rental of cross-country skis, snowshoes, and ski school services. All business relationships between the ski school and the customer are governed exclusively by these General Terms and Conditions (hereinafter referred to as "GTC") in their applicable version. The applicable version is determined by the time of the customer's respective offer submission.

The ski school provides services related to skiing and snow sports. These include, but are not limited to, ski and cross-country lessons, guiding and accompanying skiing on slopes, in off-piste areas, and during ski tours, snowboarding, telemark skiing, snowshoeing, and using ski-like sports equipment, as well as related activities (hereinafter referred to as "Courses").

Deviations from these GTC are only valid with explicit written agreement between the ski school and the customer.

Contract Conclusion

A contract between the ski school and the customer may be concluded either electronically (by submitting an offer via an online form and acceptance via confirmation email) or in the ski school's premises (by issuing a payment receipt).

Submitting a fully completed online form constitutes a legally binding offer to the ski school to conclude a contract for the services offered. Upon receipt of such an offer, the ski school sends a booking confirmation to the customer. Only upon sending this confirmation does a contractual relationship between the ski school and the customer arise.

Similarly, expressing an intention to use the ski school's services directly to its staff constitutes a legally binding offer. The contract is only concluded upon payment of the desired service and the issuance of a payment receipt.

The booking confirmation and/or payment receipt serves as proof of the booked service and must be presented to the course instructor at the start of the course.

The ski school is not obligated to inform the customer of the rejection of online bookings. If the ski school does not confirm the customer's offer within seven (7) days, the offer is deemed rejected.

Cancellation Policy

The services offered are leisure activities as defined by the Austrian Distance and Off-Premises Contracts Act (FAGG). As per § 18(1) Z 10 FAGG, there is no right of withdrawal for leisure activities.

The customer may unilaterally withdraw from the contract under the following conditions by providing written notice (email is sufficient):

- **Private Courses:** Cancellations made at least 14 days before the course start date entitle the customer to a full refund of the booking fee.

- **Group Courses:** The same 14-day refund policy applies. For illness or accidents preventing participation, a withdrawal is permissible from the onset of the impediment, provided a medical certificate is submitted promptly.
 - **Important:** Full refunds for unused course days due to illness or injury require the presentation of the original payment receipt and a medical certificate. For partially used courses, only the unused portion will be refunded.
- Example: If a five-day course is booked and attended for two days, a refund will be calculated for the unused three days based on the cancellation timing.
- **Cancellations Within 72 Hours of the Course Start:** Refunds of 50% of the booking fee will be issued.
- **Cancellations Less Than 72 Hours Before the Course Start:** No refunds will be provided.

Written cancellation notices must be received by the ski school before the respective deadline. Delivery errors or delays are the customer's responsibility.

Withdrawal and Termination by the Ski School

The ski school reserves the right to withdraw from the contract if:

1. The customer attends under the influence of alcohol, drugs, or medication that compromises safety.
2. The customer persistently disobeys instructions from ski school staff or exhibits inappropriate behavior toward others.

In such cases, the customer is not entitled to refunds and remains obligated to pay the full fee.

Force Majeure and Safety

If service delivery is deemed unsafe (e.g., due to weather or avalanche conditions), the ski school is not obligated to perform. The decision of feasibility lies solely with the ski school. For partial non-performance (e.g., cancellation of three out of five days), the ski school will refund the unused portion within ten (10) business days.

Liability

The ski school is not liable for damages except in cases of intentional or gross negligence, excluding personal injuries. The ski school is not liable for self-inflicted injuries or injuries caused by third parties.

The customer is advised to wear a helmet and appropriate safety equipment, particularly for off-piste activities.

Customer Obligations

The customer must:

- Provide accurate information about their skills and experience.
- Ensure their equipment is suitable and properly inspected.
- Follow all instructions from the ski school and its staff.

Failure to comply may result in termination of the contract without refund.

Payment and Fees

The course fee is due upon contract conclusion and must be paid within three (3) days or before the course begins. All bank fees are borne by the customer.

Final Provisions

1. Austrian substantive law applies, excluding international private law.
2. The court of the ski school's location has exclusive jurisdiction unless otherwise stipulated by EU consumer protection regulations.
3. Invalid provisions will be replaced by effective ones that closely match the intended purpose.

For further details or clarifications, please refer to the ski school directly.